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18 WELLS FARGO BANK, N.A.,  
19 WELLS FARGO HOME MORTGAGE, INC., and  
20 WELLS FARGO & COMPANY

21  
22 **UNITED STATES DISTRICT COURT**  
23 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

24 AARON BRAXTON, *et al.*, on behalf of  
25 themselves and all others similarly situated,

26 Plaintiffs,

27 v.

28 WELLS FARGO BANK, N.A., *et al.*

Defendants.

Case No. 4:22-cv-01748

**DEFENDANT WELLS FARGO &  
COMPANY'S ANSWER TO PLAINTIFFS'  
FIRST AMENDED COMPLAINT**

Defendant Wells Fargo & Company ("Wells Fargo & Co.") hereby answers the First Amended Class Action Complaint ("Amended Complaint") filed by Plaintiffs Aaron Braxton ("Braxton"), Gia Gray ("Gray"), Bryan Brown ("Brown"), and Paul Martin ("Martin") (collectively, "Plaintiffs").

1. Answering paragraph 1, Wells Fargo & Co. responds that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations as to any other entity, and on that basis, denies them.

1           2.       Answering paragraph 2, Wells Fargo & Co. responds that it lacks sufficient  
2 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
3 on that basis, denies them.

4           3.       Answering paragraph 3, Wells Fargo & Co. responds that it lacks sufficient  
5 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
6 on that basis, denies them.

7           4.       Answering paragraph 4, Wells Fargo & Co. responds that it lacks sufficient  
8 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
9 on that basis, denies them.

10          5.       Answering paragraph 5, Wells Fargo & Co. responds that, to the extent the  
11 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
13 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
14 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
15 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
16 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
17 First Amended Complaint.

18          6.       Answering paragraph 6, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
21 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
22 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
23 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
24 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
25 First Amended Complaint.

26          7.       Answering paragraph 7, Wells Fargo & Co. responds that, to the extent the  
27 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
28 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient

1 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
2 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
3 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
4 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
5 First Amended Complaint.

6 8. Answering paragraph 8, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
9 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
10 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
11 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
12 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
13 First Amended Complaint.

14 9. Answering paragraph 9, Wells Fargo & Co. responds that, to the extent the  
15 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
16 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
17 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
18 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
19 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
20 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
21 First Amended Complaint.

22 10. Answering paragraph 10, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
24 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
25 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
26 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
27 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
28 respect and has no involvement with the alleged mortgage policies and practices referenced in the

1 First Amended Complaint.

2 11. Answering paragraph 11, Wells Fargo & Co. responds that, to the extent the  
3 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
4 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
5 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
6 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
7 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
8 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
9 First Amended Complaint.

10 12. Answering paragraph 12, Wells Fargo & Co. responds that, to the extent the  
11 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
13 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
14 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
15 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
16 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
17 First Amended Complaint.

18 13. Answering paragraph 13, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
21 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
22 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
23 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
24 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
25 First Amended Complaint.

26 14. Answering paragraph 14, Wells Fargo & Co. responds that, to the extent the  
27 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
28 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient

1 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
2 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
3 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
4 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
5 First Amended Complaint.

6 15. Answering paragraph 15, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
9 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
10 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
11 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
12 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
13 First Amended Complaint.

14 16. Answering paragraph 16, Wells Fargo & Co. responds that, to the extent the  
15 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
16 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
17 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
18 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
19 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
20 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
21 First Amended Complaint.

22 17. Answering paragraph 17, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
24 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
25 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
26 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
27 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
28 respect and has no involvement with the alleged mortgage policies and practices referenced in the

1 First Amended Complaint.

2 18. Answering paragraph 18, Wells Fargo & Co. responds that, to the extent the  
3 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
4 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
5 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
6 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
7 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
8 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
9 First Amended Complaint.

10 19. Answering paragraph 19, Wells Fargo & Co. responds that, to the extent the  
11 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
13 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
14 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
15 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
16 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
17 First Amended Complaint.

18 20. Answering paragraph 20, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
21 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
22 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
23 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
24 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
25 First Amended Complaint.

26 21. Answering paragraph 21, Wells Fargo & Co. responds that, to the extent the  
27 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
28 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks

1 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
2 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
3 identified in footnote 20 to Plaintiffs' First Amended Complaint. The contents of that document  
4 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize  
5 said documents, Wells Fargo & Co. denies those allegations. Further, Wells Fargo & Co.  
6 specifically denies that it engages in any discrimination.

7         22. Answering paragraph 22, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
10 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
11 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
12 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
13 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
14 First Amended Complaint.

15         23. Answering paragraph 23, Wells Fargo & Co. responds that the allegations are legal  
16 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
17 Co. does not challenge the subject matter jurisdiction of this Court. As to the allegations in  
18 paragraph 23 that are directed at another entity, no response from Wells Fargo & Co. is required.

19         24. Answering paragraph 24, Wells Fargo & Co. responds that the allegations are legal  
20 conclusions to which no response is required. To the extent that a response is required, Wells Fargo  
21 & Co. does not challenge personal jurisdiction in this Court. It admits that its principal place of  
22 business is in San Francisco, California. As to all remaining allegations, Wells Fargo & Co. lacks  
23 sufficient knowledge or information to form a belief as to the truth of the allegations, and on that  
24 basis, denies them.

25         25. Answering paragraph 25, Wells Fargo & Co. responds that the allegations are legal  
26 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
27 Co. does not challenge the venue of this Court, but otherwise denies the allegations in the paragraph.

28         26. Answering paragraph 26, Wells Fargo & Co. lacks sufficient knowledge or

1 information to form a belief as to the truth of the allegations, and on that basis, denies them.

2 27. Answering paragraph 27, Wells Fargo & Co. responds that, to the extent the  
3 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
4 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
5 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
6 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
7 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
8 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
9 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
10 with Mr. Braxton.

11 28. Answering paragraph 28, Wells Fargo & Co. responds that, to the extent the  
12 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
13 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
14 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
15 on that basis, denies them. Wells Fargo & Co. specifically denies that it had any communications  
16 with Mr. Braxton.

17 29. Answering paragraph 29, Wells Fargo & Co. responds that, to the extent the  
18 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
20 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
21 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
22 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
23 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
24 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
25 with Mr. Braxton.

26 30. Answering paragraph 30, Wells Fargo & Co. responds that, to the extent the  
27 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
28 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient



1 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
2 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
3 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
4 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
5 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
6 with Mr. Braxton.

7         31.     Answering paragraph 31, Wells Fargo & Co. lacks sufficient knowledge or  
8 information to form a belief as to the truth of the allegations, and on that basis, denies them.

9         32.     Answering paragraph 32, Wells Fargo & Co. responds that, to the extent the  
10 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
12 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
13 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
14 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
15 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
16 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
17 with Mr. or Mrs. Gray.

18         33.     Answering paragraph 33, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
21 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
22 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
23 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
24 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
25 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
26 with Mr. or Mrs. Gray.

27         34.     Answering paragraph 34, Wells Fargo & Co. responds that, to the extent the  
28 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo

1 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
2 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
3 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
4 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
5 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
6 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
7 with Mr. or Mrs. Gray.

8 35. Answering paragraph 35, Wells Fargo & Co. responds that, to the extent the  
9 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
10 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
11 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
12 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
13 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
14 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
15 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
16 with Mr. or Mrs. Gray.

17 36. Answering paragraph 36, Wells Fargo & Co. lacks sufficient knowledge or  
18 information to form a belief as to the truth of the allegations, and on that basis, denies them.

19 37. Answering paragraph 37, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
22 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
23 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
24 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
25 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
26 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
27 with Mr. Brown.

28 38. Answering paragraph 38, Wells Fargo & Co. responds that, to the extent the

1 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
2 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
3 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
4 on that basis, denies them. Wells Fargo & Co. specifically denies that it had any communications  
5 with Mr. Brown.

6 39. Answering paragraph 39, Wells Fargo & Co. lacks sufficient knowledge or  
7 information to form a belief as to the truth of the allegations, and on that basis, denies them. Wells  
8 Fargo & Co. specifically denies that it had any communications with Mr. Brown.

9 40. Answering paragraph 40, Wells Fargo & Co. responds that, to the extent the  
10 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
12 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
13 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
14 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
15 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
16 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
17 with Mr. Brown.

18 41. Answering paragraph 41, Wells Fargo & Co. lacks sufficient knowledge or  
19 information to form a belief as to the truth of the allegations, and on that basis, denies them.

20 42. Answering paragraph 42, Wells Fargo & Co. lacks sufficient knowledge or  
21 information to form a belief as to the truth of the allegations, and on that basis, denies them.

22 43. Answering paragraph 43, Wells Fargo & Co. lacks sufficient knowledge or  
23 information to form a belief as to the truth of the allegations, and on that basis, denies them.

24 44. Answering paragraph 44, Wells Fargo & Co. responds that, to the extent the  
25 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
26 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
27 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
28 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any

1 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
2 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
3 First Amended Complaint. Wells Fargo & Co. specifically denies that it had any communications  
4 with Mr. Martin.

5         45.     Answering paragraph 45, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
8 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
9 on that basis, denies them.

10         46.     Answering paragraph 46, Wells Fargo & Co. responds that, to the extent the  
11 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
13 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
14 on that basis, denies them.

15         47.     Answering paragraph 47, Wells Fargo & Co. admits that its principal business is to  
16 act as a holding company for its subsidiaries, that it is incorporated in Delaware and has its principal  
17 place of business in San Francisco, California, and that Wells Fargo Bank, N.A. is a subsidiary. It  
18 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
19 policies referenced in the Amended Complaint. Wells Fargo & Co. denies the remaining allegation.

20         48.     Answering paragraph 48, Wells Fargo & Co. responds that, to the extent the  
21 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
22 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
23 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
24 on that basis, denies them.

25         49.     Answering paragraph 49, Wells Fargo & Co. responds that, to the extent the  
26 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
2 identified in footnote 25 of the First Amended Complaint. The contents of that document speak for  
3 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
4 documents, Wells Fargo & Co. denies those allegations.

5 50. Answering paragraph 50, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
8 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
9 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
10 identified in footnote 25 of the First Amended Complaint. The contents of that document speak for  
11 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
12 documents, Wells Fargo & Co. denies those allegations.

13 51. Answering paragraph 51, Wells Fargo & Co. responds that, to the extent the  
14 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
15 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
16 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
17 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
18 identified in footnote 26 of the First Amended Complaint. The contents of that document speak for  
19 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
20 documents, Wells Fargo & Co. denies those allegations.

21 52. Answering paragraph 52, Wells Fargo & Co. responds that, to the extent the  
22 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
23 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
24 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
25 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
26 identified in footnote 27 of the First Amended Complaint. The contents of that document speak for  
27 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
28 documents, Wells Fargo & Co. denies those allegations.

1           53.     Answering paragraph 53, Wells Fargo & Co. responds that, to the extent the  
2     allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3     & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4     sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5     entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
6     identified in footnote 28 of the First Amended Complaint. The contents of that document speak for  
7     themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
8     documents, Wells Fargo & Co. denies those allegations.

9           54.     Answering paragraph 54, Wells Fargo & Co. responds that, to the extent the  
10    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13    entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
14    identified in footnote 30 of the First Amended Complaint. The contents of that document speak for  
15    themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
16    documents, Wells Fargo & Co. denies those allegations.

17          55.     Answering paragraph 55, Wells Fargo & Co. responds that, to the extent the  
18    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21    entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
22    identified in footnote 32 of the First Amended Complaint. The contents of that document speak for  
23    themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
24    documents, Wells Fargo & Co. denies those allegations.

25          56.     Answering paragraph 56, Wells Fargo & Co. responds that, to the extent the  
26    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
2 identified in footnotes 34, 35, and 36 of the First Amended Complaint. The contents of that  
3 document speak for themselves. To the extent the allegations of this paragraph contradict or  
4 mischaracterize said documents, Wells Fargo & Co. denies those allegations.

5         57. Answering paragraph 57, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
8 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
9 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
10 identified in footnote 37 of the First Amended Complaint. The contents of that document speak for  
11 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
12 documents, Wells Fargo & Co. denies those allegations.

13         58. Answering paragraph 58, Wells Fargo & Co. specifically denies that its policies and  
14 practices discriminate against Black and/or African American home loan applicants and home  
15 mortgage borrowers.

16         59. Answering paragraph 59, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. lacks sufficient  
19 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
20 on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
21 discrimination. Wells Fargo & Co. further states that it does not originate or service loans in any  
22 respect and has no involvement with the alleged mortgage policies and practices referenced in the  
23 First Amended Complaint.

24         60. Answering paragraph 60, Wells Fargo & Co. responds that, to the extent the  
25 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
26 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
27 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
28 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any

1 discrimination.

2         61.     Answering paragraph 61, Wells Fargo & Co. responds that, to the extent the  
3 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
4 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
5 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
6 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
7 discrimination.

8         62.     Answering paragraph 62, Wells Fargo & Co. responds that, to the extent the  
9 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
10 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
11 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
12 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
13 discrimination.

14         63.     Answering paragraph 63, Wells Fargo & Co. responds that, to the extent the  
15 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
16 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
17 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
18 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
19 discrimination.

20         64.     Answering paragraph 64, Wells Fargo & Co. responds that, to the extent the  
21 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
22 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
23 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
24 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
25 discrimination.

26         65.     Answering paragraph 65, Wells Fargo & Co. admits that the allegations reference a  
27 complaint. The contents of that document speak for themselves. To extent the allegations of this  
28 paragraph contradict or mischaracterize said document, Wells Fargo & Co. denies those allegations.



1 Wells Fargo & Co. denies the allegations in the complaint and denies that it engages in any  
2 discrimination.

3 66. Answering paragraph 66, Wells Fargo & Co. admits that the allegations reference a  
4 written settlement agreement. The contents of that document speak for themselves. To extent the  
5 allegations of this paragraph contradict or mischaracterize said document, Wells Fargo & Co. denies  
6 those allegations. In reaching a settlement in *City of Philadelphia v. Wells Fargo & Co., et al.*, No.  
7 2:17-cv-02203-AB (E.D. Pa. 2019), Wells Fargo & Co. strongly disputed the allegations made by  
8 the city in the lawsuit and did not admit any liability in the agreement.

9 67. Answering paragraph 67, Wells Fargo & Co. responds that, to the extent the  
10 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it engages in any  
14 discrimination.

15 68. Answering paragraph 68, Wells Fargo & Co. responds that it lacks sufficient  
16 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
17 on that basis, denies them.

18 69. Answering paragraph 69, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
21 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
22 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
23 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
24 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
25 any discrimination.

26 70. Answering paragraph 64, Wells Fargo & Co. responds that it lacks sufficient  
27 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
28 on that basis, denies them.

1           71.     Answering paragraph 71, Wells Fargo & Co. responds that, to the extent the  
2     allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3     & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4     sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5     entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
6     service loans in any respect and has no involvement with the alleged mortgage policies and practices  
7     referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
8     any discrimination.

9           72.     Answering paragraph 72, Wells Fargo & Co. responds that, to the extent the  
10    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13    entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
14    service loans in any respect and has no involvement with the alleged mortgage policies and practices  
15    referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
16    any discrimination.

17          73.     Answering paragraph 73, Wells Fargo & Co. responds that, to the extent the  
18    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21    entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
22    service loans in any respect and has no involvement with the alleged mortgage policies and practices  
23    referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
24    any discrimination.

25          74.     Answering paragraph 74, Wells Fargo & Co. responds that, to the extent the  
26    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
2 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
3 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
4 any discrimination.

5         75.     Answering paragraph 75, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
8 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
9 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
10 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
11 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
12 any discrimination.

13         76.     Answering paragraph 76, Wells Fargo & Co. responds that, to the extent the  
14 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
15 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
16 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
17 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
18 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
19 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
20 any discrimination.

21         77.     Answering paragraph 77, Wells Fargo & Co. responds that, to the extent the  
22 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
23 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
24 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
25 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
26 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
27 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
28 any discrimination.

1           78.     Answering paragraph 78, Wells Fargo & Co. responds that, to the extent the  
2     allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3     & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4     sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5     entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
6     service loans in any respect and has no involvement with the alleged mortgage policies and practices  
7     referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
8     any discrimination.

9           79.     Answering paragraph 79, Wells Fargo & Co. responds that, to the extent the  
10    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13    entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
14    service loans in any respect and has no involvement with the alleged mortgage policies and practices  
15    referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
16    any discrimination.

17          80.     Answering paragraph 80, Wells Fargo & Co. responds that, to the extent the  
18    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21    entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
22    referenced in footnotes 59 and 60 of the First Amended Complaint. The contents of that document  
23    speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize  
24    said documents, Wells Fargo & Co. denies those allegations.

25          81.     Answering paragraph 81, Wells Fargo & Co. responds that, to the extent the  
26    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
2 referenced in footnote 61 of the First Amended Complaint. The contents of that document speak for  
3 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
4 documents, Wells Fargo & Co. denies those allegations.

5 82. Answering paragraph 82, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
8 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
9 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
10 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
11 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
12 any discrimination.

13 83. Answering paragraph 83, Wells Fargo & Co. responds that, to the extent the  
14 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
15 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
16 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
17 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
18 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
19 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
20 any discrimination.

21 84. Answering paragraph 84, Wells Fargo & Co. responds that, to the extent the  
22 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
23 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
24 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
25 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
26 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
27 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
28 any discrimination.

1           85.     Answering paragraph 85, Wells Fargo & Co. responds that, to the extent the  
2     allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3     & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4     sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5     entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
6     service loans in any respect and has no involvement with the alleged mortgage policies and practices  
7     referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
8     any discrimination.

9           86.     Answering paragraph 86, Wells Fargo & Co. responds that, to the extent the  
10    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13    entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
14    referenced in footnote 62 of the First Amended Complaint. The contents of that document speak for  
15    themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
16    documents, Wells Fargo & Co. denies those allegations.

17          87.     Answering paragraph 87, Wells Fargo & Co. responds that, to the extent the  
18    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21    entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
22    service loans in any respect and has no involvement with the alleged mortgage policies and practices  
23    referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
24    any discrimination.

25          88.     Answering paragraph 88, Wells Fargo & Co. responds that, to the extent the  
26    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
2 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
3 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
4 any discrimination.

5 89. Answering paragraph 89, Wells Fargo & Co. responds that, to the extent the  
6 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
7 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
8 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
9 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
10 referenced in footnotes 66, 67, and 68 of the First Amended Complaint. The contents of that  
11 document speak for themselves. To the extent the allegations of this paragraph contradict or  
12 mischaracterize said documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co.  
13 further states that it does not originate or service loans in any respect and has no involvement with  
14 the alleged mortgage policies and practices referenced in the First Amended Complaint. Wells  
15 Fargo & Co. specifically denies that it engages in any discrimination.

16 90. Answering paragraph 90, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
19 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
20 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
21 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
22 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
23 any discrimination.

24 91. Answering paragraph 91, Wells Fargo & Co. responds that, to the extent the  
25 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
26 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
27 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
28 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document

1 referenced in footnote 69 of the First Amended Complaint. The contents of that document speak for  
2 themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
3 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
4 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
5 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
6 denies that it engages in any discrimination.

7         92.     Answering paragraph 92, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
12 referenced in footnotes 70 and 71 of the First Amended Complaint. The contents of that document  
13 speak for themselves. To the extent the allegations of this paragraph contradict or mischaracterize  
14 said documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
15 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
16 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
17 denies that it engages in any discrimination.

18         93.     Answering paragraph 93, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
21 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
22 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
23 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak  
24 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
25 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
26 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
27 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
28 denies that it engages in any discrimination.



1           94.     Answering paragraph 94, Wells Fargo & Co. responds that, to the extent the  
2     allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3     & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4     sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5     entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
6     referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak  
7     for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
8     documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
9     does not originate or service loans in any respect and has no involvement with the alleged mortgage  
10    policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
11    denies that it engages in any discrimination.

12           95.     Answering paragraph 95, Wells Fargo & Co. responds that, to the extent the  
13    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
14    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
15    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
16    entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
17    referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak  
18    for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
19    documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
20    does not originate or service loans in any respect and has no involvement with the alleged mortgage  
21    policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
22    denies that it engages in any discrimination.

23           96.     Answering paragraph 96, Wells Fargo & Co. responds that, to the extent the  
24    allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25    & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26    sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27    entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
28    referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak

1 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
2 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
3 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
4 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
5 denies that it engages in any discrimination.

6 97. Answering paragraph 97, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
9 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
10 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
11 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak  
12 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
13 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
14 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
15 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
16 denies that it engages in any discrimination.

17 98. Answering paragraph 98, Wells Fargo & Co. responds that, to the extent the  
18 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
22 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak  
23 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
24 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
25 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
26 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
27 denies that it engages in any discrimination.

28 99. Answering paragraph 99, Wells Fargo & Co. responds that, to the extent the

1 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
2 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
3 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
4 entity, and on that basis, denies them. Wells Fargo & Co. admits only the existence of the document  
5 referenced in footnotes 73-78 of the First Amended Complaint. The contents of that document speak  
6 for themselves. To the extent the allegations of this paragraph contradict or mischaracterize said  
7 documents, Wells Fargo & Co. denies those allegations. Wells Fargo & Co. further states that it  
8 does not originate or service loans in any respect and has no involvement with the alleged mortgage  
9 policies and practices referenced in the First Amended Complaint. Wells Fargo & Co. specifically  
10 denies that it engages in any discrimination.

11 100. Answering paragraph 100, Wells Fargo & Co. responds that, to the extent the  
12 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
13 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
14 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
15 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
16 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
17 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
18 any discrimination.

19 101. Answering paragraph 101, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
24 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
25 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
26 any discrimination.

27 102. Answering paragraph 102, Wells Fargo & Co. responds that, to the extent the  
28 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo

1 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
2 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
3 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
4 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
5 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
6 any discrimination.

7 103. Answering paragraph 103, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
12 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
13 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
14 any discrimination.

15 104. Answering paragraph 104, Wells Fargo & Co. responds that, to the extent the  
16 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
17 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
18 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
19 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
20 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
21 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
22 any discrimination.

23 105. Answering paragraph 105, Wells Fargo & Co. responds that, to the extent the  
24 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
28 service loans in any respect and has no involvement with the alleged mortgage policies and practices

1 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
2 any discrimination.

3 106. Answering paragraph 106, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo &  
5 Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks sufficient  
6 knowledge or information to form a belief as to the truth of the allegations as to any other entity, and  
7 on that basis, denies them. Wells Fargo & Co. further states that it does not originate or service loans  
8 in any respect and has no involvement with the alleged mortgage policies and practices referenced in  
9 the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in any  
10 discrimination.

11 107. Answering paragraph 107, Wells Fargo & Co. responds that, to the extent the  
12 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
13 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
14 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
15 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
16 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
17 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
18 any discrimination.

19 108. Answering paragraph 108, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
24 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
25 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
26 any discrimination.

27 109. Answering paragraph 109, Wells Fargo & Co. responds that, to the extent the  
28 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo

1 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
2 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
3 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
4 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
5 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
6 any discrimination.

7 110. Answering paragraph 110, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
12 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
13 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
14 any discrimination.

15 111. Answering paragraph 111, Wells Fargo & Co. responds that, to the extent the  
16 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
17 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
18 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
19 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
20 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
21 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
22 any discrimination.

23 112. Answering paragraph 112, Wells Fargo & Co. responds that, to the extent the  
24 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
28 service loans in any respect and has no involvement with the alleged mortgage policies and practices

1 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
2 any discrimination.

3 113. Answering paragraph 113, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
7 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
8 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
9 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
10 any discrimination.

11 114. Answering paragraph 114, Wells Fargo & Co. responds that, to the extent the  
12 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
13 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
14 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
15 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
16 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
17 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
18 any discrimination.

19 115. Answering paragraph 115, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
24 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
25 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
26 any discrimination.

27 116. Answering paragraph 116, Wells Fargo & Co. responds that, to the extent the  
28 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo

1 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
2 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
3 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
4 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
5 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
6 any discrimination.

7 117. Answering paragraph 117, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
12 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
13 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
14 any discrimination.

15 118. Answering paragraph 118, Wells Fargo & Co. responds that, to the extent the  
16 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
17 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
18 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
19 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
20 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
21 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
22 any discrimination.

23 119. Answering paragraph 119, Wells Fargo & Co. responds that, to the extent the  
24 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
28 service loans in any respect and has no involvement with the alleged mortgage policies and practices



1 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
2 any discrimination.

3 120. Answering paragraph 120, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
7 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
8 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
9 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
10 any discrimination.

11 121. Answering paragraph 121, Wells Fargo & Co. responds that, to the extent the  
12 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
13 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
14 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
15 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
16 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
17 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
18 any discrimination.

19 122. Answering paragraph 122, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
24 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
25 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
26 any discrimination.

27 123. Answering paragraph 123, Wells Fargo & Co. responds that, to the extent the  
28 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo

1 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
2 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
3 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
4 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
5 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
6 any discrimination.

7 124. Answering paragraph 124, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
12 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
13 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
14 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
15 Braxton.

16 125. Answering paragraph 125, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
19 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
20 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
21 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
22 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
23 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
24 Braxton.

25 126. Answering paragraph 126, Wells Fargo & Co. responds that, to the extent the  
26 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
2 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
3 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
4 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
5 Braxton.

6 127. Answering paragraph 127, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
9 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
10 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
11 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
12 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
13 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
14 Braxton.

15 128. Answering paragraph 128, Wells Fargo & Co. responds that, to the extent the  
16 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
17 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
18 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
19 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
20 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
21 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
22 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
23 Braxton.

24 129. Answering paragraph 129, Wells Fargo & Co. responds that, to the extent the  
25 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
26 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
27 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
28 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or

1 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
2 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
3 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
4 Braxton.

5 130. Answering paragraph 130, Wells Fargo & Co. lacks sufficient knowledge or  
6 information to form a belief as to the truth of the allegations, and on that basis, denies them.

7 131. Answering paragraph 131, Wells Fargo & Co. responds that, to the extent the  
8 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
9 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
10 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
11 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
12 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
13 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
14 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
15 or Mrs. Gray.

16 132. Answering paragraph 132, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
19 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
20 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
21 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
22 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
23 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
24 or Mrs. Gray.

25 133. Answering paragraph 133, Wells Fargo & Co. responds that, to the extent the  
26 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
2 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
3 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
4 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
5 or Mrs. Gray.

6 134. Answering paragraph 134, Wells Fargo & Co. responds that, to the extent the  
7 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
8 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
9 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
10 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
11 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
12 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
13 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
14 or Mrs. Gray.

15 135. Answering paragraph 135, Wells Fargo & Co. lacks sufficient knowledge or  
16 information to form a belief as to the truth of the allegations, and on that basis, denies them.

17 136. Answering paragraph 136, Wells Fargo & Co. responds that, to the extent the  
18 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
22 communications with Mr. Brown.

23 137. Answering paragraph 137, Wells Fargo & Co. responds that, to the extent the  
24 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27 entity, and on that basis, denies them. Wells Fargo & Co. specifically denies that it had any  
28 communications with Mr. Brown.

1           138.    Answering paragraph 138, Wells Fargo & Co. responds that, to the extent the  
2   allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3   & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4   sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5   entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
6   service loans in any respect and has no involvement with the alleged mortgage policies and practices  
7   referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
8   any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
9   Brown.

10           139.   Answering paragraph 139, Wells Fargo & Co. responds that, to the extent the  
11   allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12   & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
13   sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
14   entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
15   service loans in any respect and has no involvement with the alleged mortgage policies and practices  
16   referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
17   any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
18   Brown.

19           140.   Answering paragraph 140, Wells Fargo & Co. lacks sufficient knowledge or  
20   information to form a belief as to the truth of the allegations, and on that basis, denies them.

21           141.   Answering paragraph 141, Wells Fargo & Co. lacks sufficient knowledge or  
22   information to form a belief as to the truth of the allegations, and on that basis, denies them.

23           142.   Answering paragraph 142, Wells Fargo & Co. responds that, to the extent the  
24   allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
25   & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
26   sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
27   entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
28   service loans in any respect and has no involvement with the alleged mortgage policies and practices

1 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
2 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
3 Martin.

4 143. Answering paragraph 143, Wells Fargo & Co. responds that, to the extent the  
5 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
6 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
7 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
8 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
9 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
10 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
11 any discrimination. Wells Fargo & Co. specifically denies that it had any communications with Mr.  
12 Martin.

13 144. Answering paragraph 144, Wells Fargo & Co. responds that, to the extent the  
14 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
15 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
16 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
17 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
18 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
19 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
20 any discrimination.

21 145. Answering paragraph 145, Wells Fargo & Co. responds that paragraph 145 is a  
22 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
23 Paragraph 145 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
24 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
25 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
26 action requirements, and denies that nationwide class treatment, or any class treatment for that  
27 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
28 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants

1 apply for, receive, or maintain credit related to residential real estate.

2 146. Answering paragraph 146, Wells Fargo & Co. responds that paragraph 146 is a  
3 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
4 Paragraph 146 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
5 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
6 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
7 action requirements, and denies that nationwide class treatment, or any class treatment for that  
8 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
9 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
10 apply for, receive, or maintain credit related to residential real estate.

11 147. Answering paragraph 147, Wells Fargo & Co. responds that paragraph 145 is a  
12 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
13 Paragraph 147 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
14 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
15 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
16 action requirements, and denies that nationwide class treatment, or any class treatment for that  
17 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
18 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
19 apply for, receive, or maintain credit related to residential real estate.

20 148. Answering paragraph 148, Wells Fargo & Co. responds that the allegations are legal  
21 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
22 Co. responds that paragraph 148 is a characterization of Plaintiffs' putative class to which no  
23 response is required. To the extent that Paragraph 148 is intended to suggest that Plaintiffs have  
24 defined an ascertainable class, Wells Fargo & Co. specifically denies that Plaintiffs have adequately  
25 defined the class of persons upon whose behalf they purport to bring this action, denies that  
26 Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide class  
27 treatment, or any class treatment for that matter, is appropriate. To the extent that a further response  
28 is required, Wells Fargo & Co. denies the allegations. Wells Fargo & Co. specifically denies that it



1 is an entity from which any applicants apply for, receive, or maintain credit related to residential real  
2 estate.

3 149. Answering paragraph 149, Wells Fargo & Co. responds that paragraph 149 is a  
4 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
5 Paragraph 149 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
6 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
7 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
8 action requirements, and denies that nationwide class treatment, or any class treatment for that  
9 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
10 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
11 apply for, receive, or maintain credit related to residential real estate.

12 150. Answering paragraph 150, Wells Fargo & Co. responds that paragraph 150 is a  
13 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
14 Paragraph 150 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
15 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
16 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
17 action requirements, and denies that nationwide class treatment, or any class treatment for that  
18 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
19 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
20 apply for, receive, or maintain credit related to residential real estate.

21 151. Answering paragraph 151, Wells Fargo & Co. responds that paragraph 151 is a  
22 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
23 Paragraph 151 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
24 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
25 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
26 action requirements, and denies that nationwide class treatment, or any class treatment for that  
27 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
28 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants

1 apply for, receive, or maintain credit related to residential real estate.

2 152. Answering paragraph 152, Wells Fargo & Co. responds that paragraph 152 is a  
3 characterization of Plaintiffs' putative subclasses to which no response is required. To the extent  
4 that Paragraph 152 is intended to suggest that Plaintiffs have defined an ascertainable subclass,  
5 Wells Fargo & Co. specifically denies that Plaintiffs have adequately defined a class of persons upon  
6 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23  
7 class action requirements, and denies that nationwide class treatment, or any class treatment for that  
8 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
9 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
10 apply for, receive, or maintain credit related to residential real estate.

11 153. Answering paragraph 153, Wells Fargo & Co. responds that paragraph 153 is a  
12 characterization of Plaintiffs' putative subclass to which no response is required. To the extent that  
13 Paragraph 153 is intended to suggest that Plaintiffs have defined an ascertainable subclass, Wells  
14 Fargo & Co. specifically denies that Plaintiffs have adequately defined a class of persons upon  
15 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23  
16 class action requirements, and denies that nationwide class treatment, or any class treatment for that  
17 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
18 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
19 apply for, receive, or maintain credit related to residential real estate.

20 154. Answering paragraph 154, Wells Fargo & Co. responds that paragraph 154 is a  
21 characterization of Plaintiffs' putative subclass to which no response is required. To the extent that  
22 Paragraph 154 is intended to suggest that Plaintiffs have defined an ascertainable subclass, Wells  
23 Fargo & Co. specifically denies that Plaintiffs have adequately defined a class of persons upon  
24 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23  
25 class action requirements, and denies that nationwide class treatment, or any class treatment for that  
26 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
27 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
28 apply for, receive, or maintain credit related to residential real estate.

1           155.    Answering paragraph 155, Wells Fargo & Co. responds that paragraph 155 is a  
2   characterization of Plaintiffs' putative subclass to which no response is required. To the extent that  
3   Paragraph 155 is intended to suggest that Plaintiffs have defined an ascertainable subclass, Wells  
4   Fargo & Co. specifically denies that Plaintiffs have adequately defined a class of persons upon  
5   whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23  
6   class action requirements, and denies that nationwide class treatment, or any class treatment for that  
7   matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
8   the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
9   apply for, receive, or maintain credit related to residential real estate.

10           156.   Answering paragraph 156, Wells Fargo & Co. responds that paragraph 156 is a  
11   characterization of Plaintiffs' putative class to which no response is required. To the extent that  
12   Paragraph 156 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
13   & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
14   behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
15   action requirements, and denies that nationwide class treatment, or any class treatment for that  
16   matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
17   the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
18   apply for, receive, or maintain credit related to residential real estate.

19           157.   Answering paragraph 157, Wells Fargo & Co. responds that paragraph 157 is a  
20   characterization of Plaintiffs' putative class to which no response is required. To the extent that  
21   Paragraph 157 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
22   & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
23   behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
24   action requirements, and denies that nationwide class treatment, or any class treatment for that  
25   matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
26   the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
27   apply for, receive, or maintain credit related to residential real estate.

28           158.   Answering paragraph 158, Wells Fargo & Co. responds that paragraph 158 is a

1 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
2 Paragraph 158 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
3 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
4 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
5 action requirements, and denies that nationwide class treatment, or any class treatment for that  
6 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
7 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
8 apply for, receive, or maintain credit related to residential real estate.

9 159. Answering paragraph 159, Wells Fargo & Co. responds that paragraph 159 is a  
10 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
11 Paragraph 159 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
12 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
13 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
14 action requirements, and denies that nationwide class treatment, or any class treatment for that  
15 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
16 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
17 apply for, receive, or maintain credit related to residential real estate. Wells Fargo & Co.  
18 specifically denies that it engages in any discrimination.

19 160. Answering paragraph 160, Wells Fargo & Co. responds that paragraph 160 is a  
20 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
21 Paragraph 160 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
22 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
23 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
24 action requirements, and denies that nationwide class treatment, or any class treatment for that  
25 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
26 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
27 apply for, receive, or maintain credit related to residential real estate.

28 161. Answering paragraph 161, Wells Fargo & Co. responds that paragraph 161 is a

1 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
2 Paragraph 161 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
3 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
4 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
5 action requirements, and denies that nationwide class treatment, or any class treatment for that  
6 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
7 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
8 apply for, receive, or maintain credit related to residential real estate.

9 162. Answering paragraph 162, Wells Fargo & Co. responds that paragraph 162 is a  
10 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
11 Paragraph 162 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
12 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
13 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
14 action requirements, and denies that nationwide class treatment, or any class treatment for that  
15 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
16 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
17 apply for, receive, or maintain credit related to residential real estate.

18 163. Answering paragraph 163, Wells Fargo & Co. responds that paragraph 163 is a  
19 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
20 Paragraph 163 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
21 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
22 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
23 action requirements, and denies that nationwide class treatment, or any class treatment for that  
24 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
25 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
26 apply for, receive, or maintain credit related to residential real estate.

27 164. Answering paragraph 164, Wells Fargo & Co. responds that paragraph 164 is a  
28 characterization of Plaintiffs' putative class to which no response is required. To the extent that

1 Paragraph 164 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
2 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
3 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
4 action requirements, and denies that nationwide class treatment, or any class treatment for that  
5 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
6 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
7 apply for, receive, or maintain credit related to residential real estate.

8 165. Answering paragraph 165, Wells Fargo & Co. responds that paragraph 165 is a  
9 characterization of Plaintiffs' putative class to which no response is required. To the extent that  
10 Paragraph 165 is intended to suggest that Plaintiffs have defined an ascertainable class, Wells Fargo  
11 & Co. specifically denies that Plaintiffs have adequately defined the class of persons upon whose  
12 behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class  
13 action requirements, and denies that nationwide class treatment, or any class treatment for that  
14 matter, is appropriate. To the extent that a further response is required, Wells Fargo & Co. denies  
15 the allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
16 apply for, receive, or maintain credit related to residential real estate.

17 166. Answering paragraph 166, Wells Fargo & Co. responds that paragraph 166 is a  
18 characterization of Plaintiffs' putative class to which no response is required. Wells Fargo & Co.  
19 specifically denies that Plaintiffs have adequately defined the class of persons upon whose behalf  
20 they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action  
21 requirements, and denies that nationwide class treatment, or any class treatment for that matter, is  
22 appropriate. To the extent that a further response is required, Wells Fargo & Co. denies the  
23 allegations. Wells Fargo & Co. specifically denies that it is an entity from which any applicants  
24 apply for, receive, or maintain credit related to residential real estate.

25 167. Answering paragraph 167, Wells Fargo & Co. incorporates its responses to  
26 paragraphs 1 through 166 as if fully set forth herein. Wells Fargo & Co. further denies that  
27 Plaintiffs have adequately defined the class of persons upon whose behalf they purport to bring this  
28 action, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies

1 that nationwide class treatment, or any class treatment for that matter, is appropriate.

2 168. Answering paragraph 168, Wells Fargo & Co. responds that the allegations are legal  
3 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
4 Co. responds that the Equal Credit Opportunity Act (“ECOA”) is a written statute that speaks for  
5 itself. To the extent that paragraph 168 misstates or mischaracterizes the ECOA, Wells Fargo & Co.  
6 denies those allegations.

7 169. Answering paragraph 169, Wells Fargo & Co. responds that the allegations are legal  
8 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
9 Co. responds that the Equal Credit Opportunity Act (“ECOA”) is a written statute that speaks for  
10 itself. To the extent that paragraph 168 misstates or mischaracterizes the ECOA, Wells Fargo & Co.  
11 denies those allegations.

12 170. Answering paragraph 170, Wells Fargo & Co. responds that, to the extent the  
13 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
14 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
15 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
16 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
17 paragraph 170 and specifically denies that it regularly extends, renews, or continues credit.

18 171. Answering paragraph 171, Wells Fargo & Co. responds that, to the extent the  
19 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
20 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
21 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
22 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
23 paragraph 171, specifically denies that engages in any loan origination, refinancing, and  
24 underwriting practices, and specifically denies that it engages in any discrimination.

25 172. Answering paragraph 172, Wells Fargo & Co. responds that, to the extent the  
26 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
27 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
28 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other

1 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
2 paragraph 172, specifically denies that engages in any loan origination, refinancing, and  
3 underwriting practices, and specifically denies that it engages in any discrimination.

4 173. Answering paragraph 173, Wells Fargo & Co. responds that, to the extent the  
5 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
6 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
7 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
8 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
9 paragraph 173.

10 174. Answering paragraph 174, Wells Fargo & Co. incorporates its responses to  
11 paragraphs 1 through 173 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs  
12 have adequately defined the class of persons upon whose behalf they purport to bring this action,  
13 denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that  
14 nationwide class treatment, or any class treatment for that matter, is appropriate.

15 175. Answering paragraph 175, Wells Fargo & Co. responds that the allegations are legal  
16 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
17 Co. responds that the Fair Housing Act is a written statute that speaks for itself. To the extent that  
18 paragraph 175 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those allegations.

19 176. Answering paragraph 176, Wells Fargo & Co. responds that, to the extent the  
20 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
21 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
22 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
23 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
24 paragraph 176, and specifically denies that its business includes engaging in residential real estate-  
25 related transactions and specifically denies that it engages in any discrimination.

26 177. Answering paragraph 177, Wells Fargo & Co. responds that the allegations are legal  
27 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
28 Co. responds that the Fair Housing Act is a written statute that speaks for itself. To the extent that



1 paragraph 177 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those allegations

2 178. Answering paragraph 178, Wells Fargo & Co. responds that, to the extent the  
3 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
4 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
5 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
6 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
7 paragraph 178, and specifically denies that its business includes engaging in residential real estate-  
8 related transactions and specifically denies that it engages in any discrimination.

9 179. Answering paragraph 179, Wells Fargo & Co. responds that, to the extent the  
10 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
14 paragraph 179, and specifically denies that its business includes engaging in residential real estate-  
15 related transactions and specifically denies that it engages in any discrimination.

16 180. Answering paragraph 180, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
19 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
20 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
21 paragraph 180.

22 181. Answering paragraph 181, Wells Fargo & Co. incorporates its responses to  
23 paragraphs 1 through 180 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs  
24 have adequately defined the class of persons upon whose behalf they purport to bring this action,  
25 denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that  
26 nationwide class treatment, or any class treatment for that matter, is appropriate.

27 182. Answering paragraph 182, Wells Fargo & Co. responds that the allegations are legal  
28 conclusions to which no response is required. To the extent a response is required, Wells Fargo &

1 Co. responds that 42 U.S.C. § 1981 is a written statute that speaks for itself. To the extent that  
2 paragraph 182 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those allegations.

3 183. Answering paragraph 183, Wells Fargo & Co. responds that, to the extent the  
4 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
5 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
7 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
8 paragraph 183, specifically denies that makes, performs, modifies, or terminates residential  
9 mortgage contracts, and specifically denies that it engages in any discrimination.

10 184. Answering paragraph 184, Wells Fargo & Co. responds that, to the extent the  
11 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
12 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
13 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
14 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
15 paragraph 184, specifically denies that makes, performs, modifies, or terminates residential  
16 mortgage contracts, and specifically denies that it engages in any discrimination.

17 185. Answering paragraph 185, Wells Fargo & Co. responds that, to the extent the  
18 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
22 paragraph 185, specifically denies that makes, performs, modifies, or terminates residential  
23 mortgage contracts, and specifically denies that it engages in any discrimination.

24 186. Answering paragraph 186, Wells Fargo & Co. incorporates its responses to  
25 paragraphs 1 through 185 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs  
26 have adequately defined the class of persons upon whose behalf they purport to bring this action,  
27 denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that  
28 nationwide class treatment, or any class treatment for that matter, is appropriate.

1           187. Answering paragraph 187, Wells Fargo & Co. responds that the allegations are legal  
2 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
3 Co. responds that the Unruh Civil Rights Act is a written statute that speaks for itself. To the extent  
4 that paragraph 187 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those  
5 allegations.

6           188. Answering paragraph 188, Wells Fargo & Co. responds that the allegations are legal  
7 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
8 Co. responds that the Unruh Civil Rights Act is a written statute that speaks for itself. To the extent  
9 that paragraph 188 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those  
10 allegations.

11           189. Answering paragraph 189, Wells Fargo & Co. responds that the allegations are legal  
12 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
13 Co. responds that the Unruh Civil Rights Act is a written statute that speaks for itself. To the extent  
14 that paragraph 189 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those  
15 allegations.

16           190. Answering paragraph 190, Wells Fargo & Co. responds that, to the extent the  
17 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
18 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
19 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
20 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
21 paragraph 190. Wells Fargo & Co. specifically denies that it engages in any discrimination.

22           191. Answering paragraph 191, Wells Fargo & Co. responds that, to the extent the  
23 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
24 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
25 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
26 entity, and on that basis, denies them. Wells Fargo & Co. denies the remaining allegations in  
27 paragraph 191. Wells Fargo & Co. specifically denies that it engages in any discrimination.

28           192. Answering paragraph 192, Wells Fargo & Co. incorporates its responses to

1 paragraphs 1 through 191 as if fully set forth herein. Wells Fargo & Co. further denies that Plaintiffs  
2 have adequately defined the class of persons upon whose behalf they purport to bring this action,  
3 denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that  
4 nationwide class treatment, or any class treatment for that matter, is appropriate.

5 193. Answering paragraph 193, Wells Fargo & Co. responds that the allegations are legal  
6 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
7 Co. responds that the Unfair Competition Law is a written statute that speaks for itself. To the extent  
8 that paragraph 193 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those  
9 allegations.

10 194. Answering paragraph 194, Wells Fargo & Co. responds that the allegations are legal  
11 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
12 Co. responds that the Unfair Competition Law is a written statute that speaks for itself. To the extent  
13 that paragraph 194 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those  
14 allegations. Wells Fargo & Co. specifically denies that its business includes offering refinancing of  
15 existing home loans.

16 195. Answering paragraph 195, Wells Fargo & Co. responds that the allegations are legal  
17 conclusions to which no response is required. To the extent a response is required, Wells Fargo &  
18 Co. responds that the Unfair Competition Law is a written statute that speaks for itself. To the extent  
19 that paragraph 195 misstates or mischaracterizes the statute, Wells Fargo & Co. denies those  
20 allegations.

21 196. Answering paragraph 196, Wells Fargo & Co. responds that, to the extent the  
22 allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
23 & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
24 sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
25 entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
26 service loans in any respect and has no involvement with the alleged mortgage policies and practices  
27 referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
28 any discrimination.

1           197.    Answering paragraph 197, Wells Fargo & Co. responds that, to the extent the  
2   allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
3   & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
4   sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
5   entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
6   service loans in any respect and has no involvement with the alleged mortgage policies and practices  
7   referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
8   any discrimination.

9           198.    Answering paragraph 198, Wells Fargo & Co. responds that, to the extent the  
10   allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
11   & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
12   sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
13   entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
14   service loans in any respect and has no involvement with the alleged mortgage policies and practices  
15   referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
16   any discrimination.

17          199.    Answering paragraph 199, Wells Fargo & Co. responds that, to the extent the  
18   allegations contained in this paragraph are directed at another entity, no response from Wells Fargo  
19   & Co. is required. To the extent a response is required, Wells Fargo & Co. responds that it lacks  
20   sufficient knowledge or information to form a belief as to the truth of the allegations as to any other  
21   entity, and on that basis, denies them. Wells Fargo & Co. further states that it does not originate or  
22   service loans in any respect and has no involvement with the alleged mortgage policies and practices  
23   referenced in the First Amended Complaint. Wells Fargo & Co. specifically denies that it engages in  
24   any discrimination.

25  
26          Plaintiffs' First Amended Complaint contains an unnumbered paragraph with subparts (a)  
27   through (h) containing Plaintiffs' prayer for relief, to which no response is required. To the extent a  
28   response is required, Wells Fargo & Co. denies that Plaintiffs are entitled to any relief in this action.

1 Plaintiffs' First Amended Complaint contains an unnumbered paragraph containing a jury  
2 demand, to which no response is required. To the extent a response is required, Wells Fargo & Co.  
3 denies that Plaintiffs are entitled to any relief in this action, thus, no jury is required.

4 **AFFIRMATIVE DEFENSES**

5 Wells Fargo & Co. hereby alleges the following separate and distinct defenses and  
6 affirmative defenses to the Amended Complaint and the causes of action asserted against Wells  
7 Fargo & Co. therein, and without assuming the burden of proof on matters as to which it has no such  
8 burden:

9 **FIRST AFFIRMATIVE DEFENSE**

10 (Failure to State a Claim)

11 1. The First Amended Complaint fails to state a claim against Wells Fargo & Co. upon  
12 which relief can be granted.

13 **SECOND AFFIRMATIVE DEFENSE**

14 (Statute of Limitations)

15 2. Plaintiffs' claims are barred in whole or in part by the applicable statutes of  
16 limitations.

17 **THIRD AFFIRMATIVE DEFENSE**

18 (Failure to Mitigate Damages)

19 3. Plaintiffs failed to take proper and reasonable steps to avoid, minimize, or mitigate  
20 Plaintiffs' alleged damages and, to the extent of such failure, the damages allegedly incurred by  
21 Plaintiffs, if any, should be reduced accordingly or eliminated entirely.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 (Laches)

24 4. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 (Estoppel)

27 5. Plaintiffs are estopped by the action of law or by conduct from maintaining the  
28 Amended Complaint filed in this case.

1                                    **SIXTH AFFIRMATIVE DEFENSE**

2                                    (Co-Liability)

3                6.        Wells Fargo & Co. alleges that any injury or damages which may have been  
4 sustained by Plaintiffs were proximately caused by the acts, errors or omissions of persons or  
5 entities other than Wells Fargo & Co.

6                                    **SEVENTH AFFIRMATIVE DEFENSE**

7                                    (Fault of Others)

8                7.        If Plaintiffs suffered or sustained any loss, injury, damage, or detriment, the same  
9 was directly and proximately caused and contributed to by the breach, conduct, acts, omissions,  
10 activities, carelessness, recklessness, negligence, and/or intentional misconduct or intervening acts  
11 of other third parties, and not by Wells Fargo & Co.

12                                   **EIGHTH AFFIRMATIVE DEFENSE**

13                                   (Speculative Damages)

14               8.        Wells Fargo & Co. alleges any damage or loss Plaintiffs did incur as a result of any  
15 act or conduct by Wells Fargo & Co. would be speculative at best and, thus, too uncertain for  
16 recovery.

17                                   **NINTH AFFIRMATIVE DEFENSE**

18                                   (Compliance with Law)

19               9.        Wells Fargo & Co. met or exceeded the requirements of applicable laws, regulations,  
20 and standards.

21                                   **TENTH AFFIRMATIVE DEFENSE**

22                                   (Good Faith Conduct/Conformance with Applicable Standards)

23               10.       Wells Fargo & Co. at all times acted in good faith and in conformance with all  
24 applicable government and industry standards, rules and regulations, thus precluding any recovery  
25 by Plaintiffs against Wells Fargo & Co.

26                                   **ELEVENTH AFFIRMATIVE DEFENSE**

27                                   (Lack of Causation)

28               11.       The damages complained of were the result of the intervening actions of others and

1 were not proximately caused by the actions or omissions of Wells Fargo & Co.

2 **TWELFTH AFFIRMATIVE DEFENSE**

3 (Lack of Malice)

4 12. Wells Fargo & Co. specifically denies acting with any willfulness, oppression, fraud,  
5 or malice toward Plaintiffs or others.

6 **THIRTEENTH AFFIRMATIVE DEFENSE**

7 (Lack of Standing)

8 13. Plaintiffs' claims are barred because Plaintiffs lack standing to bring them.

9 **FOURTEENTH AFFIRMATIVE DEFENSE**

10 (Improper Representative Action)

11 14. The First Amended Complaint is barred, in whole or in part, because if Plaintiffs'  
12 action is allowed to continue, there is a substantial potential for harm given the unique and  
13 individual issues of fact that will predominate adjudication of Plaintiffs' claims, resulting in  
14 hundreds, if not thousands, of mini-trials rendering the action completely unmanageable as a  
15 putative class action. In addition, the complexity presented by Plaintiffs' claims and the restitution  
16 sought violate due process.

17 **FIFTEENTH AFFIRMATIVE DEFENSE**

18 (Res Judicata)

19 15. Plaintiffs' claims are barred, in whole or in part, by res judicata.

20 **SIXTEENTH AFFIRMATIVE DEFENSE**

21 (Waiver)

22 16. Plaintiffs' claims against Wells Fargo & Co., if any, are barred by the doctrine of  
23 waiver.

24 **SEVENTEENTH AFFIRMATIVE DEFENSE**

25 (Class Certification Improper)

26 17. The class definition is overbroad, unmanageable, and predominated by  
27 individualized issues of fact and law, the result of which should be to deny certification of any  
28 proposed class.



1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 (Other Defenses – Putative Class Members)

3 18. Wells Fargo & Co. reserves the right to amend or supplement their affirmative  
4 defenses to include defenses that may be applicable to other members of the putative class.

5 **OTHER AFFIRMATIVE DEFENSES**

6 19. Wells Fargo & Co. has insufficient knowledge or information upon which to form a  
7 belief as to whether they may have additional, as yet unstated, defenses available. Wells Fargo &  
8 Co. expressly reserves the right to assert additional defenses in the event that discovery indicates  
9 that such defenses are appropriate.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Wells Fargo & Co. prays for judgment as follows:

- 12 1. That judgment be entered in favor of Wells Fargo & Co.;
- 13 2. That Plaintiffs take nothing by way of their Amended Complaint and the claims  
14 asserted herein;
- 15 3. That the Amended Complaint, and the claims against Wells Fargo & Co. be  
16 dismissed with prejudice;
- 17 4. That Wells Fargo & Co. be awarded costs of suit, including attorneys' fees incurred  
18 in defense of this action; and
- 19 5. That Wells Fargo & Co. be granted such other relief as the Court deems just and  
20 proper.
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1 DATED: June 13, 2022

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